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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In Re
PG&E CORPORATION
v.
AECOM TECHNICAL SERVICES, INC.

Case No. 4:20-cv-05381-HSG (Lead Case)

(Reference withdrawn from Bankruptcy Case
No. 19-30088, Adv. Proc. No. 20-03019 and
Adv. Proc. No. 19-03008)

(Consolidated with Case No. 3:20-cv-08463-
EMC)

**STIPULATED ORDER REGARDING
ELECTRONIC DISCOVERY**

This Stipulated Order Regarding Electronic Discovery (“eDiscovery Protocol”) governs
discovery of electronically stored information (“ESI”), paper, and other identified relevant media
in this case between JH Kelly, LLC (“Kelly”), AECOM Technical Services, Inc. (“AECOM”),
Pacific Gas and Electric Company (“PG&E”), and Ed Staub & Sons Petroleum, Inc. (“Staub”)

(each a “Party” and collectively the “Parties”) regarding the construction project (“Project”) that is the subject of the above-captioned lawsuit.

I. OBJECT AND PURPOSE

The object and purpose of this eDiscovery Protocol is to define, clarify and express the processes and procedures the Parties will follow with respect to their discovery obligations under the Federal Rules of Civil Procedure in the above-captioned lawsuit, and specifically with respect to ESI.¹

II. COOPERATION

The Parties agree to cooperate in good faith in conducting discovery throughout the course of the matter. Specifically, the Parties agree to (i) develop knowledge about the technical aspects of e-discovery related to the Project (or have reasonable access to those with such knowledge), including electronic document storage, organization, and format issues, and relevant information retrieval technology, including search methodology; and (ii) cooperate to minimize disputes regarding e-discovery or other discovery in this proceeding.

III. E-DISCOVERY LIAISONS

The Parties agree to designate one or more individuals to act as liaisons for purposes of meeting and conferring regarding discovery of ESI. At least one designated liaison(s) shall be an attorney (outside counsel), and all designated liaison(s) shall be prepared to accomplish the goals of cooperation set forth above.

IV. PRESERVATION

The Parties agree that preservation and production of potentially relevant ESI will be reasonable and proportional to what is at issue in the case, including, but not limited to, the disputed factual issues, expert issues and the amounts in dispute. The Parties will cooperate on the scope of preservation.

¹ Kelly and AECOM executed a prior version of this eDiscovery Protocol while Kelly’s lawsuit against AECOM was pending in the Superior Court of the State of California, County of Shasta, as Case No. 192600. To the extent a dispute arises between Kelly and AECOM regarding either party’s e-discovery practices and procedures prior to the date of execution of this eDiscovery Protocol, Kelly and AECOM agree to comply with the dispute process in Article X herein.

A. Preservation of Metadata

The Parties agree to take reasonable steps to preserve records in a form that will permit the collection and production of metadata that is necessary to fulfill their agreement on the form of production.

B. Specific Preservation Agreements

As of the date of the execution of this eDiscovery Protocol, but without waiving any rights, claims, or defenses regarding the Parties' conduct prior to execution of this eDiscovery Protocol, the Parties agree to use reasonable steps to preserve documents consistent with the Party's record management systems, routine computer operation, ordinary business practices, the guidelines, rules and standing orders of this Court, and the preservation requirements of this eDiscovery Protocol. As used in this eDiscovery Protocol, "reasonable steps" include: (a) identifying and agreeing on individuals reasonably likely to possess or control potentially relevant documents; (b) notifying such individuals of their duties to preserve potentially relevant documents under the terms of this Order; (c) identifying non-custodial sources of potentially relevant documents (including, but not limited to public folders, project databases and shared network folders); and (d) monitoring compliance with the preservation requirements of this Order.

The Parties specifically agree that:

1. As of the date of the execution of this eDiscovery Protocol, but without waiving any rights, claims, or defenses regarding the Parties' conduct prior to execution of this eDiscovery Protocol, potentially-relevant ESI and documents ("PRM") created or received from January 1, 2015, to the completion of all discovery under Paragraph V.C of this eDiscovery Protocol will be preserved. If a Party discovers that PRM created or received from January 1, 2015, through the completion of all discovery under Paragraph V.C has not been preserved in accordance with applicable law, that Party shall immediately notify the other parties of all material facts related to the PRM that was not preserved. Nothing in this paragraph shall be a waiver of any Parties' rights with respect to spoliation of evidence.

- 1 2. By February 5, 2021, the Parties shall agree on a list of the custodians (the
2 “Custodian List”) (1) for whom PRM should be preserved, and (2) for whom
3 relevant and responsive PRM (“Relevant Material”) should be initially produced in
4 the manner described herein, to the extent not already preserved and/or produced.
5 Subject to the dispute process in Article X herein, the Parties may seek to add or
6 remove individuals from the Custodian List, or change the designation status of the
7 individuals on the Custodian List, as may be appropriate as the lawsuit progresses.
8 An initial Custodian List is attached hereto as **Exhibit 3**, subject to amendment in
9 writing by agreement of the Parties.
- 10 3. By February 5, 2021, the Parties shall agree on a list of the non-custodial data
11 sources and systems from which PRM should be preserved. Subject to the dispute
12 process in Article X herein, the Parties may seek to add or remove sources and
13 systems from this list as may be appropriate as the lawsuit progresses.
- 14 4. The following data sources need not be preserved:
- 15 (a) deleted, slack, fragmented, or unallocated data on hard drives;
16 (b) random access memory (RAM) or other ephemeral data;
17 (c) online access data such as temporary internet files, history, cache, or
18 cookies;
19 (d) data in metadata fields that are frequently updated automatically, such as
20 last-opened dates; and
21 (e) System or executable files (.exe., .dll, etc.).
- 22 5. The Parties agree to preserve ESI from data sources that are not reasonably
23 accessible because of undue burden or cost, including without limitation data from
24 smartphone devices (Blackberry, Android, or iPhone, for example), but such ESI
25 need not be searched, reviewed, or produced absent a showing of good cause by
26 the requesting Party.
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V. SCOPE AND PHASING OF DISCOVERY

A. Time Frame for e-Discovery

The Parties agree to initially limit collection to PRM created or received from January 1, 2015 to January 29, 2019, the period of time likely to contain information most relevant to this dispute. This means that for the purposes of an initial document production in response to any party's discovery requests ("Initial Production"), the Parties shall collect and produce Relevant Material, subject to objections, using the search protocol to be established under Section VI, from each and every custodian identified in Exhibit 3 and each and every non-custodial data source identified for Initial Production under Paragraph IV.B.3 from January 1, 2015 to January 29, 2019, with the following exceptions: (a) AECOM and PG&E have negotiated specific date ranges for certain witnesses, and (b) AECOM has requested and PG&E has agreed to expand the date range prior to January 1, 2015 for certain documents regarding Gulf Interstate Engineering's work related to the Project, and after January 29, 2019 for certain documents related to PG&E's backcharge claims on the Project (AECOM and PG&E continue to meet and confer regarding the scope of any productions concerning documents dated during these extended date ranges). Besides those agreed-upon expansions to the date range, the January 1, 2015 to January 29, 2019 date range shall be expanded only upon a showing of good cause. The Parties agree to continue to meet and confer about the scope and phasing of discovery.

B. Identification and Collection of Relevant Material

The Parties agree that they are prioritizing for production the custodian and non-custodial sources likely to have any Relevant Material. Additional PRM, while preserved, will not be searched unless deficiencies in the initial production are evidenced and additional production is requested.

C. Additional Deadlines for Discovery

Discovery shall proceed according to the following deadlines:

1. By February 5, 2021, to the extent not already completed (Kelly and AECOM previously agreed to a list of search terms in this matter), the Parties shall agree on

search terms and other search criteria to be applied to collected data pursuant to Section VI below.

2. The Parties shall complete their document productions as follows:

- a. To the extent not already produced, Responsive Material shall be produced on a rolling basis and, in all cases, be produced no later than March 15, 2021.
- b. To the extent not already produced, privilege logs meeting the requirements of Section VIII.B shall be produced by April 15, 2021.

VI. SEARCH

The Parties agree to meet and confer about the terms they will use to (1) search PRM to identify Relevant Information that is subject to production, and (2) filter out PRM that is not subject to production. The Parties will cooperate in the development of appropriate search terms.

VII. PRODUCTION FORMATS

A. General Agreement

The format of the production will contain a cross-reference load file with a formatted metadata load file (.DAT) and an image formatted load file (.OPT).

1. Physical Source Documents (Paper) Documents

- (a) All Physical Source Documents (Paper) shall be scanned and produced as **single-page Group IV TIFFs**, with at least 300 dots per inch (dpi). Each TIFF image shall be named according to the corresponding bates number associated with the document. Each image shall be branded according to the bates number. TIFFs shall show all text and images that would be visible to a user of the hard copy documents. Images may be reduced by up to 5% to allow for a dedicated space for page numbering and other endorsements of documents.
- (b) A commercially acceptable technology for optical character recognition (“OCR”) shall be used for all scanned, hard copy documents. OCR text shall be provided as a single text file for each document, and the filename itself should match its respective TIFF filename.
- (c) Any documents containing color elements that are integral to better understanding a document (i.e., charts, graphs, photographs, diagrams, drawings, etc.) shall be scanned in color and provided as **single-page JPG images**.
- (d) Parties may make any oversize drawings and plans that are not already produced electronically available for review and production as requested on a

case-by-case basis.

- (e) **Scanned documents are to be physically and logically unitized² by the producing Party.** Document unitization is the process of determining where a document begins. Multiple distinct documents will not be merged into a single record, and single documents should not be split into multiple records. In the case of an organized compilation of separate documents – for example, a binder containing several separate documents behind numbered tabs – the document behind each tab should be scanned separately, but the relationship among the documents in the compilation should be reflected in the proper coding of the beginning and ending document and attachment fields.

2. Electronic (ESI) Documents

- (a) ESI shall be produced as single-page Group IV TIFF images (for black-and-white documents) or single-page JPG images (for color documents) with the production number burned in, document metadata (including extracted text), *and a link to the native*. Individual ESI items that will exceed 150 imaged pages will be produced natively with a slip sheet and without an image.
- (b) The following file types are exempted from imaging: Excel spreadsheets, Autocad files, .dwg files (or the like), Microsoft Project files, Access databases, and any scheduling software files. These files shall be produced with a TIFF slip sheet with a single identifying bates number, document metadata (including extracted text), and a link to the native. The Parties will meet and confer regarding additional file types (e.g., audio/video files) that are only to be produced in native format.
- (c) All ESI shall be processed using Pacific Standard Time and Pacific Daylight Time.
- (d) The Parties will exchange the following metadata fields:

BEGDOC
 ENDDOC
 BEGATTCH
 ENDATTCH
 DOCTYPE
 DOCTITLE
 SUBJECT
 FILEEXT
 DOCDATE

² As defined by the Sedona Conference, “unitization” is:

The assembly of individually scanned pages into documents. Physical Unitization utilizes actual objects such as staples, paper clips and folders to determine pages that belong together as documents for archival and retrieval purposes. Logical unitization is the process of human review of each individual page in an image collection using logical cues to determine pages that belong together as documents. Such cues can be consecutive page numbering, report titles, similar headers and footers and other logical indicators. This process should also capture document relationships, such as parent and child attachments.

The Sedona Conference Glossary (4th ed. Apr. 2014).

1 PARENTDATE
 2 MD5HASH
 3 AUTHOR
 4 FROM
 5 TO/RECIP
 6 COPIED
 7 BCC
 8 DATESENT
 9 TIMESENT
 10 DATE RECEIVED
 11 TIME RECEIVED
 12 DATECREATED
 13 DATELSTMOD
 14 TIMELSTMOD
 15 PGCOUNT
 16 FULLTEXT (extracted text)
 17 DOCLINK (native link)
 18 FILEPATH
 19 CUSTODIAN
 20 DUPCUSTODIAN
 21 FILENAME
 22 FILESIZE

13 Prior to the first production, the Parties will confirm the naming conventions for the
 14 metadata fields of their respective database systems to ensure all relevant metadata is in the
 15 desired format and field name variations are accounted for the respective databases. The Parties
 16 agree to continue to meet and confer about the production formats as necessary.

17 **B. De-Duplication**

18 A Party is only required to produce a single copy of a responsive document. Parties will
 19 globally de-duplicate stand-alone documents or entire document families using hash value
 20 matching (such as MD5 or SHA-1 values). Parties will also de-duplicate “near-duplicate” email
 21 threads as follows: In an email thread, only the final-in-time document will be produced,
 22 assuming that all previous emails in the thread are contained within the final message. Where a
 23 prior email contains an attachment, that email and attachment **shall not be removed** as a “near-
 24 duplicate.” ESI that is not an exact duplicate shall not be removed. Paper documents shall not be
 25 eliminated as duplicates of responsive ESI. To the extent the Parties de-duplicate stand-alone
 26 electronic documents against an email attachment, the attachment to the email must be the
 27 document that is produced.

C. Production of Emails

Parent-child relationships (the association between emails and attachments) will be preserved, and attachments to emails will not be eliminated from the parent email. Email attachments will be consecutively produced with the parent email, and families will be associated using attachment range metadata.

D. Other Specific Production Agreements

The Parties further agree as follows:

1. Common system files defined by the NIST library (<http://www.nsrl.nist.gov/>) need not be produced even if part of families.
2. The Parties will identify as exception files those documents that contain little or no relevant content, and agree to exclude such files from processing and production (e.g., v-cards and calendar appointments).
3. The Parties will identify the categories of paper files that it intends to scan and produce prior to production to ensure that the receiving party is receiving relevant data and not “filler.” Alternatively, the Parties will make the paper available for the other to pick and choose relevant files.
4. The Parties will make reasonable efforts to identify as exception files those documents that cannot be produced or imaged due to technical difficulties (such as corruption, password protection, digital rights management, or proprietary software associated to the file).
5. The Parties will make reasonable efforts to ensure that documents produced in native form are decrypted (or that passwords are supplied).
6. The Parties will confer as to the means and methods to transmit the productions. All productions will be encrypted for transmittal.

VIII. DOCUMENTS PROTECTED FROM DISCOVERY

A. Non-Waiver of Protection

Pursuant to the Federal Rules of Civil Procedure, any Party’s production of documents covered by an applicable privilege or protection shall not constitute a waiver of the privilege or protection with respect to those documents or the subject matter of those documents in this case or any other federal or state proceeding. Nothing in this paragraph shall require a Party to produce documents that are protected from disclosure. This paragraph shall be interpreted to provide the greatest protection permitted by law. The Parties’ Clawback Agreement, attached as **Exhibit 1**, shall apply to documents processed under this eDiscovery Protocol.

B. Privilege Logs

1. Relevant Material Withheld on Grounds of In-House Counsel Communication

To the extent not already completed, the Parties agree to identify and exchange a list of in-house attorney(s) who communicated on legal issues that are relevant to the claims and defenses in the case. Each party may supplement the list of identified attorneys as may be appropriate as the lawsuit progresses. The Parties agree that these communications will be withheld preliminarily subject to requests for further analysis or review. The Parties will promptly meet and confer to try to reach agreement on search terms, date restrictions, and custodians. Privileged or protected communications involving trial counsel's law firm(s) need not be placed in the First Level In-House Privilege Log or the First Level Other Grounds Privilege Log.

A Party that withholds Relevant Material on the grounds of in-house counsel communication:

- a. shall provide a listing of such withheld Relevant Material in Microsoft Excel format ("First Level In-House Privilege Log") and shall be limited to objective information downloaded from ESI metadata and will include: a document control number, date, from/author(s), to/recipient(s), subject/title, file type, and attachments;
- b. will only redact the privileged portion of the text or body of documents that are produced with redactions (*i.e.*, to, from, and date fields will not be redacted); and
- c. will not include redactions on the privilege log.

Based on the First Level In-House Privilege Log, the Parties may challenge on a document-by-document basis if the first-level information appears insufficient. The Parties will provide a more detailed entry for challenged items, including an indication of the privilege and/or protection being asserted and a brief description of the subject addressed in the communication. The Parties agree to meet and confer to address undue burden related to this requirement.

2. Relevant Material Withheld on Other Grounds

A Party that withholds Relevant Material on other grounds:

- a. shall provide a listing of such withheld Relevant Material in Microsoft Excel format ("First Level Other Grounds Privilege Log") and shall be limited to objective information downloaded from ESI metadata and will include: a

document control number, date, from/author(s), to/recipient(s), subject/title, file type, attachments, and a brief description of the document;

- b. will only redact the privileged portion of the text or body of documents that are produced with redactions (*i.e.*, to, from, and date fields will not be redacted); and
- c. will not include redactions on the privilege log.

Based on the First Level Other Grounds Privilege Log, the Parties may challenge on a document-by-document basis if the first-level information appears insufficient. The Parties will provide a more detailed entry for challenged items, including an indication of the privilege and/or protection being asserted. The Parties agree to meet and confer to address undue burden related to this requirement.

IX. THIRD-PARTY DISCOVERY

Any Party requesting documents from a non-party by subpoena (“Receiving Party”) shall request that the non-party produce documents in compliance with the formatting requirements specified in Section VII and the privilege log requirements specified in Section VIII of this agreement. Upon written request from the Party that did not issue the subpoena (the “Other Party”), the Receiving Party shall make available to the Other Party copies of all documents, communications or information obtained in response to the subpoena as processed by the Receiving Party (*i.e.*, with the same Bates numbering). The Other Party shall bear the reasonable costs, if any, of processing and producing such documents, communications or information, in accordance with the Federal Rules of Civil Procedure. The Receiving Party will also serve a declaration attesting that all of the documents, communications or information received from the third party have been shared with the Other Party (form attached as **Exhibit 2**). All documents withheld by a Receiving Party shall be entered on a privilege log.

X. DISCOVERY DISPUTES

A. Discovery Disputes

All disputes concerning the scope and extent of discovery under this eDiscovery Protocol or the Federal Rules of Civil Procedure shall be heard and decided by the Court. Prior to presenting a discovery related dispute to the Court, the Parties shall make a reasonable and good

1 faith attempt at an informal resolution of each issue intended to be presented to the Court, and
2 must satisfy any applicable meet and confer requirements.

3 **B. Disclosure of Privileged Information Not a Waiver**

4 Disclosure of privileged or protected information connected with the litigation to the
5 Court shall not be a waiver of privilege or a right of protection in this cause and is also not a
6 waiver in any federal or state proceeding.

7 **XI. COSTS OF DISCOVERY**

8 Each Party shall be responsible for its own costs for collecting, culling, searching,
9 formatting, and producing its documents to the other Party, with the exception of the costs
10 incurred in processing and producing documents obtained from a non-party in response to a
11 subpoena, which shall be borne in the manner described in Paragraph IX.

12 **XII. MODIFICATION**

13 This eDiscovery Protocol may only be modified by stipulation in writing of the Parties
14 or upon motion of any Party for good cause shown, subject to approval by the Court.

15 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

16 Dated: 2/9/2021

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18 HAYWOOD S. GILLIAM, JR.
19 United States District Judge
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1 **IT IS SO STIPULATED:**

2 DATED: February 2, 2021

3 **STOEL RIVES LLP**

4 By: /s/ Mario R. Nicholas
5 Eric A. Grasberger
6 Mario R. Nicholas

7 *Attorneys for JH Kelly, LLC*

8 DATED: February 2, 2021

9 **RALLS GRUBER & NIECE LLP**

10 By: /s/ Aaron R. Gruber
11 Aaron R. Gruber

12 *Attorneys for Pacific Gas and Electric
13 Company*

14 DATED: February 2, 2021

15 **TROUTMAN PEPPER HAMILTON
16 SANDERS LLP**

17 By: /s/ Luke N. Eaton
18 Marion T. Hack
19 Luke N. Eaton

20 *Attorneys for AECOM Technical Services,
21 Inc.*

22 DATED: February 2, 2021

23 **HARRINGTON FOXX DUBROW &
24 CANTER, LLP**

25 By: /s/ Henry A. Wirta, Jr.
26 Henry A. Wirta, Jr.

27 *Attorneys for Ed Staub & Sons Petroleum,
28 Inc.*

1 I, Mario R. Nicholas, am the ECF user whose ID and password are being used to file this
2 Stipulation in compliance with Civil L.R. 5-1(i)(3). I hereby attest that the concurrence of the
3 filing of this document has been obtained from each of the other signatories indicated by a
4 conformed signature (/s/) within this document.

5 DATED: February 2, 2021

6 /s/ Mario R. Nicholas
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Exhibit 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

<p>In Re</p> <p>PG&E CORPORATION</p> <p style="text-align: center;">v.</p> <p>AECOM TECHNICAL SERVICES, INC.</p>	<p>Case No. 4:20-cv-05381-HSG (Lead Case)</p> <p>(Reference withdrawn from Bankruptcy Case No. 19-30088, Adv. Proc. No. 20-03019 and Adv. Proc. No. 19-03008)</p> <p>(Consolidated with Case No. 3:20-cv-08463-EMC)</p> <p>CLAWBACK AGREEMENT</p>
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THIS CLAWBACK AGREEMENT (“Agreement”) is made, entered into, and effective as of February 1, 2021 (the “Effective Date”), by and between JH Kelly, LLC (“Kelly”), AECOM Technical Services, Inc. (“AECOM”), Pacific Gas and Electric Company (“PG&E”), and Ed Staub & Sons Petroleum, Inc. (“Staub”). Throughout this Agreement, Kelly, AECOM, PG&E, and Staub are sometimes individually referred to as a “Party” and collectively as the “Parties”.

For purpose of defining terms in this Agreement, references made to the “Project” means the construction project that is the subject of this lawsuit, commonly known as the Burney K2 Replacement Project and generally located at 37667 Highway 299, Burney, CA 96013, APN 028-370-001, in Shasta County, California.

WHEREAS, an exchange of relevant, non-privileged documents and electronically-stored information is necessary in the lawsuit;

WHEREAS, the timely production of such a large volume of paper and electronically-stored information may include documents or electronically-stored information that are subject to the attorney-client privilege and/or the work product doctrine (“Privileged Material”);

NOW THEREFORE, the Parties agree and stipulate as follows:

1. To maintain the schedule of the lawsuit and to minimize the cost and time necessary to review the large volume of documents and electronically-stored information, production of all documents and electronically-stored information by any of the Parties to this lawsuit is made without waiver of the attorney-client privilege or protection afforded to the documents or electronically-stored information under the work product doctrine. Any privileged document or document and any electronically-stored information subject to the work product doctrine that is disclosed as part of the production of documents related to this lawsuit shall be deemed to have been inadvertently disclosed.

2. With regard to all documents and electronically-stored information produced in this lawsuit, the Parties agree that (a) the Parties have exercised and/or will exercise all reasonable precautions to prevent inadvertent disclosure of privileged documents and electronically-stored information in light of the large volume to be produced in the time allotted; (b) any Party subsequently asserting privilege or work product protection (whether such inadvertent disclosure was identified by that Party or any other Party) shall be deemed to have immediately rectified the inadvertent disclosure; and (c) the prejudice to the disclosing Party of the inadvertent disclosure shall be deemed far in excess of the prejudice to the receiving Party for the purpose of determining the fairness of the subsequent assertion of privilege or work product protection.

3. At any time after producing a document or electronically-stored information, a Party may assert the attorney-client privilege, work product protection or other privilege relating to that specific document or electronically stored information, and the validity of such assertion shall not be affected by the disclosure of such document or electronically-stored information to any other Party to this lawsuit.

4. As a sign of mutual courtesy and professionalism, to the extent it appears to any Party that any electronically-stored information or other document or information produced by another Party may contain Privileged Material, the Party that received the electronically-stored information or other document or information (the "Receiving Party") shall treat the material as privileged and confidential and shall: (a) promptly notify the Party that produced the document or

electronically-stored information (the “Producing Party”) in writing of the production; (b) return, sequester, or destroy the material, including all copies thereof; and (c) not use in any way or disclose the material or any information therein unless the Producing Party states in writing that it does not claim any privilege with respect to the material at issue.

5. After being notified of a claim of privilege, the Receiving Party agrees to and must: (a) promptly return, sequester, or destroy the specified electronically-stored information or other document or information, and any copies thereof (including electronic and otherwise); (b) not use or disclose the specified electronically stored information or other document or information until the claim is resolved; and (c) take reasonable steps to retrieve the specified electronically-stored information or other document or information, and any and all information found within it, if the Receiving Party disclosed it before being notified of the claim of privilege by the Producing Party.

6. The Parties shall not disclose any electronically-stored information or other document or information produced as part of this lawsuit to any other person or entity that is interested or involved in this lawsuit unless and until such new person or entity agrees to the terms of, and becomes a party to, this Agreement.

7. This Agreement shall apply retroactively to all electronically-stored information or other document or information produced in connection with this lawsuit, as well as to all future exchanges of electronically-stored information or other document or information in this lawsuit.

8. In the event of a dispute between the Parties about whether the material at issue should be protected by privilege, the Parties shall submit the dispute to the Court. All protections and requirements of this Agreement shall remain in effect – and both Parties will continue to comply with the requirements – unless and until the Court has issued a ruling which states that the material at issue is not privileged.

9. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of each of his or her individual law firms and their respective clients.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their

attorneys, as of the date first above written.

DATED: February 2, 2021

STOEL RIVES LLP

By: /s/ Mario R. Nicholas
Eric A. Grasberger
Mario R. Nicholas

Attorneys for JH Kelly, LLC

DATED: February 2, 2021

RALLS GRUBER & NIECE LLP

By: /s/ Aaron R. Gruber
Aaron R. Gruber

Attorneys for Pacific Gas and Electric Company

DATED: February 2, 2021

TROUTMAN PEPPER HAMILTON SANDERS LLP

By: /s/ Luke N. Eaton
Marion T. Hack
Luke N. Eaton

Attorneys for AECOM Technical Services, Inc.

DATED: February 2, 2021

HARRINGTON FOXX DUBROW & CANTER, LLP

By: /s/ Henry A. Wirta, Jr.
Henry A. Wirta, Jr.

Attorneys for Ed Staub & Sons Petroleum, Inc.

Exhibit 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In Re
PG&E CORPORATION
v.
AECOM TECHNICAL SERVICES, INC.

Case No. 4:20-cv-05381-HSG (Lead Case)
(Reference withdrawn from Bankruptcy Case
No. 19-30088, Adv. Proc. No. 20-03019 and
Adv. Proc. No. 19-03008)
(Consolidated with Case No. 3:20-cv-08463-
EMC)

I, _____, hereby certify and declare as follows:

1. As of the date of this declaration, the documents referenced as [bates
range/identification] are a true and complete copy of all the records received from
_____, as requested by _____.
2. No documents have been removed or altered.

I hereby declare that the above statement is true to the best of my knowledge and belief,
and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

[signature page follows]

DATED: _____, 2021.

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Exhibit 3**LIST OF CUSTODIANS FOR WHOM PRM SHOULD BE PRESERVED****I. JH KELLY, LLC****a. Preservation and Collection**

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
TC Cain	Safety	01/01/2015 – 01/29/2019
Jose Chavez	Field Engineer	01/01/2015 – 01/29/2019
Debby Davenport	Fab Shop Coordinator	01/01/2015 – 01/29/2019
Marianee Dean	AR Rep	01/01/2015 – 01/29/2019
Mark Deller	Iron Worker Superintendent	01/01/2015 – 01/29/2019
Mason Evans	President	01/01/2015 – 01/29/2019
Mike Frasier	Civil Estimator	01/01/2015 – 01/29/2019
Glenn Gaumitz	Field Engineer	01/01/2015 – 01/29/2019
Gabe Gourde	Electrical Department Lead	01/01/2015 – 01/29/2019
Rob Harris	VP/Business Development	01/01/2015 – 01/29/2019
Brad Hayes	Electrical Field Engineer	01/01/2015 – 01/29/2019
Tom Lee	Controller/Scheduler	01/01/2015 – 01/29/2019
Steve Lennon	Senior PM	01/01/2015 – 01/29/2019
Willy McOmie	VP/Safety Director	01/01/2015 – 01/29/2019
Beau Meek	Iron Worker Superintendent	01/01/2015 – 01/29/2019
Stacy Moore	Electrical Superintendent	01/01/2015 – 01/29/2019
Larry Nulliner	Site Superintendent	01/01/2015 – 01/29/2019
Sean O'Farrell	Senior Project Manager	01/01/2015 – 01/29/2019
Mike Pomeroy	Field Engineer	01/01/2015 – 01/29/2019
John Ragan	Fab Shop Superintendent	01/01/2015 – 01/29/2019
Mark Sandblast	Piping Estimator	01/01/2015 – 01/29/2019
Todd Simonis	Piping Superintendent	01/01/2015 – 01/29/2019
Chris Wend	Electrical Superintendent	01/01/2015 – 01/29/2019
Kris Wika	Carpenter Superintendent	01/01/2015 – 01/29/2019

b. Preservation and Limited Collection

[None]

c. Preservation Only

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
Mark Andres	Field Engineer	01/01/2015 – 01/29/2019
Ron Boursaw	QA/QC	01/01/2015 – 01/29/2019
Luab Cha	Electrical Field Engineer	01/01/2015 – 01/29/2019
Grant Eby	Safety	01/01/2015 – 01/29/2019
Zach Grau	Electrician	01/01/2015 – 01/29/2019
Don Huffman	Safety	01/01/2015 – 01/29/2019
Amanda Kjallin	Safety	01/01/2015 – 01/29/2019
Jay Liang	Field Engineer	01/01/2015 – 01/29/2019
Nicole McOmie	Safety	01/01/2015 – 01/29/2019
Audel Pineda	Field Engineer	01/01/2015 – 01/29/2019

Jarod Pithan	Field Engineer	01/01/2015 – 01/29/2019
Kevin Van Fleet	Contracts Manager	01/01/2015 – 01/29/2019
Jim Voyles	Electrician	01/01/2015 – 01/29/2019

II. AECOM TECHNICAL SERVICES, INC.

a. Preservation and Collection

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
Peter Apostolakis	CM	01/01/2015-01/29/2019
Lawrence Beh	Mechanical Engineer	01/01/2015-01/29/2019
Mike Belanger	Commissioning Mgr	01/01/2015-01/29/2019
Jose Cortes	Project Scheduler (Construction phase)	01/01/2015-01/29/2019
Don Divers	Senior VP	01/01/2015-01/29/2019
Rowena Domingo	Project Scheduler (Engineering phase)	01/01/2015-01/29/2019
Winston Ekren	Project Engineer	01/01/2015-01/29/2019
Patrick Elliot	CM	01/01/2015-01/29/2019
Dean Goward	Lead Electrical Engineer	01/01/2015-01/29/2019
Pete Holland	Executive VP; CEO West Region	01/01/2015-01/29/2019
Raymond Huang	Electrical Engineer	01/01/2015-01/29/2019
Gurpreet Kaur	Mechanical Engineer	01/01/2015-01/29/2019
Shawn Kelly	Project Director	01/01/2015-01/29/2019
Brad Killingsworth	Deputy CM	01/01/2015-01/29/2019
Savas Kolankaya	Lead Civil/Structural Engineer	01/01/2015-01/29/2019
Jeff Lowe	Lead Instrumentation & Controls Engineer	01/01/2015-01/29/2019
Steve Petto	Project Manager	01/01/2015-01/29/2019
Joe Rosinski	Construction PM	01/01/2015-01/29/2019
Derrick Shumpert	Procurement Mgr	01/01/2015-01/29/2019
John Talamo	Architect	01/01/2015-01/29/2019
Bob Turley	Project Director	01/01/2015-01/29/2019
Ocie Williams	Procurement Mgr	01/01/2015-01/29/2019
Brad Wolf	Lead Mechanical Engineer	01/01/2015-01/29/2019

b. Preservation and Limited Collection

<i>Name</i>	<i>Job Title/Role</i>	<i>Limitation (i.e., date range, search terms)</i>
Shannon Couch	Safety Mgr	Jan. 1, 2017 to July 31, 2018
Sundar Rajan	Electrical Engineer	Jan. 1, 2015 – June 30, 2017
Teri Zink	Executive VP of Operations	Jan. 1, 2015 to Dec. 31, 2017

c. Preservation Only

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
Victor Auvinen	COO Pacific Region	01/01/2015-01/29/2019
Kimberly Choy	Electrical Engineer	01/01/2015-01/29/2019
Shannon Couch	Safety Manager	01/01/2015-12/31/2016; 08/01/2018-01/29/2019
Cynthia David	Instrumentation & Controls Engineer	01/01/2015-01/29/2019
Quirino Davis	Piping Engineer	01/01/2015-01/29/2019

Manuel Farias	Site Safety Representative	01/01/2015-01/29/2019
Eric Haase	Business Unit Manager	01/01/2015-01/29/2019
Hatem Harraz	Process Engineer	01/01/2015-01/29/2019
Yura Kit	Field Engineer	01/01/2015-01/29/2019
Gustavo Orozco	Civil Engineer	01/01/2015-01/29/2019
Sundar Rajan	Electrical Engineer	07/01/2017-01/29/2019
Ram Subramanian	Contract I&C Engineer	01/01/2015-01/29/2019
Ron Wika	Construction Manager	01/01/2015-01/29/2019
Galen Wu	Electrical Engineer	01/01/2015-01/29/2019
Teri Zink	Executive VP of Operations	01/01/2018-01/29/2019

d. Disputed Custodians

<i>Name</i>	<i>Job Title/Role</i>	<i>Parties' Response</i>
Patrick Dunn	Senior PM	JH Kelly requests that Patrick Dunn be included in the "Preservation and Collection" category for the date range Jan. 1, 2015 – Jan. 29, 2019 (or, alternatively, subject to meeting and conferring with AECOM, a more limited date range). AECOM agrees to and shall include Dunn in the "Preservation and Limited Collection" category and produce all emails exchanged between James Stanford and Patrick Dunn during the date range Jan. 1, 2015 – Jan. 29, 2019 which were not addressed to any other recipient(s). AECOM shall also preserve all PRM for custodians James Stanford and Patrick Dunn for the date range Jan. 1, 2015 – Jan. 29, 2019. The parties are continuing to meet and confer regarding the possible collection of Dunn's emails and the parties reserve all rights, claims and defenses in this regard, including without limitation spoliation.
Vera Lovejoy	Project Scheduler (Construction phase)	JH Kelly requests (and PG&E joins in the request) that Vera Lovejoy be included in the "Preservation and Collection" category for the date range Jan. 1, 2015 – Jan. 29, 2019. AECOM advises that it no longer has possession, custody or control of any of Lovejoy's emails. The parties are continuing to meet and confer regarding the possible collection of Lovejoy's emails and the parties reserve all rights, claims and defenses in this regard, including without limitation spoliation.
James Stanford	Deputy CM	JH Kelly requests that James Stanford be included in the "Preservation and Collection" category for the date range Jan. 1, 2015 – Jan. 29, 2019 (or, alternatively, subject to meeting and conferring with AECOM, a more limited date range).

		<p>AECOM agrees to and shall include Stanford in the “Preservation and Limited Collection” category and produce all emails exchanged between James Stanford and Patrick Dunn during the date range Jan. 1, 2015 – Jan. 29, 2019 which were not addressed to any other recipient(s). AECOM shall also preserve all PRM for custodians James Stanford and Patrick Dunn for the date range Jan. 1, 2015 – Jan. 29, 2019. The parties are continuing to meet and confer regarding the possible collection of Stanford’s emails and the parties reserve all rights, claims and defenses in this regard, including without limitation spoliation.</p>
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III. PACIFIC GAS & ELECTRIC

a. Preservation and Collection

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
Raul Ayala	Supervising Engineer/Facility Engineering	01/01/2015 – 01/31/2019
Ted Bestor	Principal Consulting Engineer	01/01/2015 – 01/31/2019
Pierre Bigras	Senior Director Construction - Facilities, Transmission, Distribution	06/01/2017 – 01/31/2019
Bryce Chamberlain	Construction Engineering Supervisor	01/01/2015 – 01/31/2019
Joe Cruz	Senior Project Manager - Gas Ops Project and Program Management	09/01/2018 – 01/31/2019
Charles Eglian	Senior Gas Asset Specialist	01/01/2015 – 01/31/2019
Chris Ellis	Principal Land Planner – Environmental Management	01/01/2015 – 12/11/2017
Hua Feng	Expert Business Analyst – Gas Transmission (Jul 2016-Dec 2017); Principal Technical Consultant (May 2015-Jul 2016).	05/01/2015 – 07/31/2016
Jeff Gravelle	Director, Gas Transmission Portfolio Management and Engineering (as of July 2017); Director, Gas Distribution Engineering and Design (prior to July 2017).	07/01/2017 – 11/31/2018
Geoffrey Jarpe	Manager of Instrumentation, Controls & Electric	01/01/2015 – 01/31/2019
Kristofer Kaupanger	Senior Control Systems Engineer.	01/01/2015 – 01/31/2019
Shudong Ma:	Supervising engineer.	01/01/2015 – 11/22/2016
Khaled Malsen	senior consulting electrical	01/01/2015 – 01/31/2019 (or

	engineer	end of date of employment)
Gun Shim	Vice President Supply Chain and CPO	01/01/2015 – 01/31/2019
Evan Stark	Gas Transmission Portfolio Management	07/01/2017 – 01/31/2019
Roland Trevino:	Vice President Gas Operations Engineering & Design.	01/01/2015 – 01/31/2019
Ron Whyte	Construction manager	01/01/2015 – 01/31/2019
Mel Wong	Sr. Consulting Project Manager	01/01/2015 – 01/31/2019 (or end of date of employment)

b. Preservation Only

<i>Name</i>	<i>Job Title/Role</i>	<i>Date Range</i>
Adam Cohen	Sourcing – Gas Transmission	01/01/2015 – 01/31/2019
James Davenport	<i>Unknown to AECOM</i>	01/01/2015 – 01/31/2019
Steven Delledera	Senior Manager, Gas Construction Management	01/01/2015 – 01/31/2019
Katrina Dyrby	Category Lead, Expert; Mechanical Engineer, Gas; T&D Materials Sourcing	01/01/2015 – 01/31/2019
Bill Granger	Senior Construction Manager	01/01/2015 – 01/31/2019
Kerry Green	Director, IT Sourcing (Feb 2015 – Oct 2017); Director, Materials and Gas Sourcing (Oct 2017 – Present)	01/01/2015 – 01/31/2019
Sam Khairi	Supervisor - Project Management (2013-Jul 2017); Manager, Gas Workstream Program (Jul 2017-present)	01/01/2015 – 01/31/2019
Sumeet Singh	Vice President of Portfolio Management & Engineering in PG&E's Gas Operations; Vice President, Asset & Risk Management in PG&E's Gas Operations	01/01/2015 – 01/31/2019
Andy Sipila	Associate Gas Engineer (2015); FIMP Gas Engineer	01/01/2015 – 01/31/2019
Ray Stanford	Director of Gas Transmission Engineering & Design	01/01/2015 – 01/31/2019
Kenny Taylor	Design Engineer	01/01/2015 – 01/31/2019
Tom Thompson	Senior Safety Specialist (Oct. 2006-present)	01/01/2015 – 01/31/2019
Deana Zane	Senior Design Drafter (Jun 2015 – Jun 2019); SCADA Specialist (Jul 2019-Jun 2020)	01/01/2015 – 01/31/2019

III. ED STAUB & SONS PETROLEUM, INC.

[To be Added]

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing STIPULATED ORDER REGARDING
ELECTRONIC DISCOVERY on the following named person(s) on the date indicated below by:

☒ mailing with postage prepaid

☐ hand delivery

☐ overnight delivery

☒ email

☒ notice of electronic filing using the CM/ECF system (if person(s) is/are registered
with CM/ECF system)

to said person(s) a true copy thereof, contained in a sealed envelope, addressed to said person(s)
at his or her last-known address(es) indicated below.

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DATED: February 2, 2021.

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